

### **REMARKS**

Claims 14 and 27 are canceled. Claims 15-27 and 28 are amended to include the subject matter of claims 14 and 27. Claims 1-8, 13, 15-26, and 28 are pending in this application. Claims 1-8 and 14-28 have been rejected. In view of foregoing amendments and following remarks, the Applicant respectfully requests allowance of the Application.

#### **Claim Rejections under 35 U.S.C. §112**

##### **A. Examiner's Asserted Definition of "Link"**

The Examiner withdrew rejections under 35 U.S.C. § 112 to the features of "link" and "linkage" as provided for in the context of claims 1, 13, 21, and 24. However, the Examiner asserted that "according to Applicant's arguments, a link can be any form of logical association." This is a mischaracterization of Applicant's prior remarks; no such assertion has been made by Applicants.

##### **B. Rejections of Claims 14 and 27**

Claims 14 and 27 were rejected under 35 U.S.C. § 112, paragraph 2, as allegedly unclear for specifically including the feature of "a plurality of portions."

Applicants disagree with the rejections on their merit. However, to facilitate the matter, claims 14 and 27 are canceled herein without prejudice, and claims formerly dependent on claims 14 and 27 are amended to properly depend on claims 13 and 1 respectively.

Therefore, withdrawal of the rejections of claims 14 and 27 under the second paragraph of 35 U.S.C. §112 is respectfully requested.

#### **Claim Rejections under 35 U.S.C. §103**

Claims 1-8, 13-16, and 18-26 were rejected under 35 U.S.C. § 103(a) as unpatentable over U.S. Patent Publication No. 2003/0144940 ("the Kochansky reference") alone. It is respectfully submitted that Kochansky alone does not render unpatentable claims 1-8, 13, 15-26, and 28, and the present rejection should be withdrawn, at least for the following reasons.

**Claims 1-8 Define Over Kochansky**

Consider independent claim 1 which states, in part:

providing a first data structure object representing a receivable, the receivable ***being unlinked to a second data structure object representing a collateral agreement;***

Kochansky does not disclose or suggest this feature. The Final Office Action refers to paragraphs 0048 and 0049 of Kochansky as assertedly disclosing the feature highlighted above, but the prior art contains no such disclosure. Instead, in paragraph 0048 of Kochansky states that

The [collateral] agreement may also include, among other things, data relating to the collateral held as credit (i.e., available for further credit support), collateral pledged (i.e., collateral already turned over to cover the exposure).

As such, Kochansky concerns "collateral held as credit" and "collateral pledged" as being ***included*** in the collateral agreement and thus already linked to the collateral agreement. To the extent the Office interprets the "collateral held as credit" to correspond to the receivable mentioned in pending claim 1, Kochansky's disclosure states clearly that this component is already linked – not unlinked – to the collateral agreement. Further, paragraph 0049 of Kochansky merely concerns steps of converting from "collateral held as credit" to "collateral pledged", which does not disclose the above highlighted feature of independent claim 1. Indeed, any reading of Kochansky certainly has no express disclosure to suggest any receivable ***unlinked*** to a collateral agreement.

Claim 1 also states:

applying criteria specified in a global declaration of purpose to the receivable for determining whether to link the receivable to the collateral agreement;

Kochansky do not disclose or suggest this feature. The Final Office Action refers to items 22 and 24 in Fig. 1, Fig. 2 and paragraph 0048 of Kochansky as allegedly disclosing the feature. First, as discussed above, any reading of Kochansky does not close the feature of "receivable" unlinked to a collateral agreement. Further, the cited portions of Kochansky merely concerns the linking among collateral agreement data (or data from the collateral agreement ) which are

already parts of the agreement. It does not disclose linking receivable (previously unlinked to the collateral agreement) to the collateral agreement.

Claim 1 further states:

if the receivable meets the criteria, ***automatically forming a direct link between the first data structure object representing the receivable and the second data structure object representing the collateral agreement.***

The Final Office Action admitted that Kochansky does not disclose the feature "direct link." Instead, the Final Office Action speculated that "it would have been *prima facie* obvious to one of ordinary skill in the art at the time of the invention to incorporate this feature with Kochansky's system and method for facilitating collateral management." Respectfully, this is incorrect. As explained above, Kochansky does not concern linking between a receivable to a collateral agreement based on criteria specified in a general declaration of purpose. Therefore, Kochansky cannot show a direct link of a receivable to a collateral agreement.

Therefore, Kochansky alone does not disclose or suggest all of the features of claim 1, so that Kochansky alone does not render unpatentable claim 1 or any of its dependent claims 2-8.

**Claims 13, 15, 16, 18-26, and 28 Define Over Kochansky**

Independent claims 13, 21 and 24 include similar features to claim 1, and therefore, Kochansky alone does not disclose or suggest all of the features of claims 13, 21 and 24. Therefore, Kochansky alone does not render unpatentable claims 13, 21 and 24 or any of its respective dependent claims 15, 16, 18-20, 22, 23, 25, 26, and 28.

**Claim 17 Define Over Kochansky In View of Atkins**

Claim 17 was rejected under 35 U.S.C. §103(a) as unpatentable over Kochansky in view of U.S. Patent No. 4,953,085 ("Atkins"). Claim 17 ultimately depends from claim 13 and therefore, includes all features of claim 13. The secondary Atkins does not cure (nor allegedly cure) the critical deficiencies of the primary Kochansky, and therefore, claim 17 is allowable for at least the same reason as claim 13.

**CONCLUSION**

All outstanding rejections have been overcome. It is respectfully submitted that, in view of the foregoing amendments and remarks, the application is in clear condition for allowance. Issuance of a Notice of Allowance is earnestly solicited.

Although not believed necessary, the Office is hereby authorized to charge any fees required under 37 C.F.R. § 1.16 or § 1.17 or credit any overpayments to Deposit Account No. 11-0600.

The Office is invited to contact the undersigned at 202-220-4200 to discuss any matter regarding this application.

Respectfully submitted,

Date: September 9, 2008

/Robert L. Hails/

Robert L. Hails  
Registration No. 39,702

Kenyon & Kenyon LLP  
1500 K Street, NW, Suite 700  
Washington, DC 20005-1257  
Tel.: (202) 220-4200  
Fax.: (202) 220-4201